ARNOLD HEIGHTS PARK DEVELOPMENT AGREEMENT

	This Arnold Heights Park Development Agreement ("Agreement") is made this			
day	of, 2002, by and between the City of Lincoln, a municipal			
corporation acting through its Parks and Recreation Department ("Parks"), the Housing				
Auth	nority of the City of Lincoln, a body politic and corporate ("LHA").			

RECITALS

A. LHA owns two lots in the Arnold Heights neighborhood upon which duplexes are constructed and such lots contain sufficient open space to enable LHA to replat such lots to create an outlot to provide a location for a public neighborhood park in the Arnold Heights neighborhood. The two lots owned by LHA are currently legally described as:

Lot One (1), Block Sixteen (16), Arnold Heights Replat, and Lot Thirty-Five (35), Block Sixteen (16), Arnold Heights Replat, Lincoln, Lancaster County, Nebraska (the "LHA Property").

- B. The LHA Property shall be subdivided to create Lots One (1) and Two (2), and Outlot A, Arnold Heights 4th Addition, Lincoln, Lancaster County, Nebraska, as shown on Exhibit "A". Outlot A will serve as the location for the joint development with Parks of a neighborhood park for the use and benefit of the public generally and in particular for the Arnold Heights Neighborhood.
- C. LHA and Parks desire to develop the neighborhood park in accordance with the plans and specifications (the "Approved Plans") reviewed and approved by all the parties, and provide for its ownership, construction, maintenance, and operation.

NOW THEREFORE, in consideration of the mutual promises described herein and other valuable consideration, LHA and Parks agree as follows:

- 1. **Park**. LHA and the City hereby agree to jointly develop a neighborhood park in the Arnold Heights neighborhood on Outlot A ("Park"). The name of the Park shall be selected by the Arnold Heights Neighborhood. The City Parks and Recreation Advisory Board and LHA retain the right to approve the name of the Park, which approvals shall not be unreasonably withheld.
- 2. **Plat**. As a part of its contribution to the Project Budget described below, LHA shall replat the LHA Property to create Outlot A and to provide separate legal descriptions for the two (2) lots improved with duplexes. The plat dedication shall grant to the public generally and to the residents of the Arnold Heights Neighborhood in particular the right of access to and the use of the park facilities on Outlot A for so long as Parks desires to use Outlot A as a public neighborhood park. The two existing duplex sites shall be reduced in size but shall still comply with the Lincoln Municipal Code for minimum lot size. Outlot A shall serve as the site upon which the park shall be

developed by the parties. LHA shall retain ownership of Outlot A, pursuant to the terms of this Agreement and the Covenant described in paragraph 7 below. LHA shall replat its properties pursuant to the administrative final plat process, and such administrative final plat shall provide for the relocation of existing utility easements and the dedication of a new utility easement for the location of a waterline to serve a drinking fountain.

- 3. **Construction**. Upon completion of the administrative final plat creating the Park Land, LHA shall be responsible for relocating the existing utilities to the perimeter of Outlot A. Upon completion of the utility relocation, Parks shall commence construction of the Park. Such construction shall include the grading, installation of concrete curbing, slabs, safety tile, and the park equipment, all as described in the Arnold Heights Proposed Neighborhood Park Budget and as shown on the Site Plan for the Park prepared by Parks, both attached as <u>Exhibits "B" and "C"</u> and incorporated by this reference. The construction of the Park shall be in compliance with the Approved Plans and no modifications or future improvements shall be made without the approval of LHA.
- 4. **Project Budget**. The budget for the development of the Park ("Project Budget"), attached as Exhibit "B", provides a listing of the hard and soft costs associated with the construction of the Park. LHA shall contribute one-half (½) of the Project Budget not to exceed the sum of Thirty-Four Thousand and No/100 Dollars (\$34,000.00) ("LHA Maximum"). LHA shall receive credit against the LHA maximum for all cost and expense incurred by LHA for the development of the Park, including but not limited to a survey of the LHA Property, replatting, C.U.P. amendment fees, utility relocation costs, and CUP Amendment related expenses. Parks shall invoice LHA for its share of the development cost of the Park, not to exceed the LHA Maximum.
 - 5. Maintenance. The Park shall be maintained and operated as follows:
 - a. LHA shall provide grass-mowing, landscape maintenance, and snow-removal from the sidewalks providing access to the Park, subject to the terms of paragraph 7 and the Covenants described therein.
 - b. Parks shall maintain and repair and replace the playground equipment and water fountain in good operating condition and shall pay all water charges applicable to the water fountain to be constructed adjacent to the Park. Parks shall also be responsible for trash removal from the Park.
- 6. **Insurance**. Parks shall obtain and maintain liability insurance for the Park, naming itself and the LHA as insureds. Parks shall be entitled to maintain such liability coverage pursuant to blanket insurance coverages applicable and covered by the City of Lincoln. Such insurance shall be in amounts prudently carried by an owner of a recreational facility such as the Park, but in any event shall provide the Parks and LHA with liability coverage in an amount not less than Two Million and No/100 Dollars (\$2,000,000.00) of combined single-limit coverage.

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L0500077.1

- 7. **Covenant**. LHA shall execute and record the Covenants and Conditions attached as Exhibit "D". Such covenants shall obligate LHA to provide the maintenance described in paragraph 5a to the Park until such time as at least seventy-five percent (75%) of the total housing units in the Arnold Heights area have been sold by LHA to private ownership. In such event and upon the agreement of a property-owners association or the City of Lincoln to assume ownership of the Park Land, such maintenance obligations shall be transferred to such association or the City of Lincoln
- 8. **Entire Agreement**. This Agreement contains the entire agreement between Parks and LHA. This Agreement may be amended through written instrument executed by all of the parties or terminated pursuant to paragraph 3 of the Covenants and Conditions described in paragraph 7 above. This Agreement shall be construed and in accordance with the laws of the State of Nebraska.

		"PARKS"
Attestation:		CITY OF LINCOLN
	Ву:	Mayor Don Wesely
,		"LHA"
		THE HOUSING AUTHORITY OF THE CITY OF LINCOLN, a body politic and corporate
	By:	Dam Storal
		Larry G. Potratz, Executive Director

ARNOLD HEIGHTS 4TH ADDITIO

ADMINISTRATIVE FINAL PLAT

Subdivision to be known as I and 35, Block Ib, Arnold r of Section T, Township 10 County, Nebraska and more

ICE in a Northerly direction, along bith 00 degrees 00 minutes 55 east corner of eald Lot I

test, along the North line of said

1 1448.00 feet and an arc length degrees 15 minutes OB seconds mer of sald Lot 55 ast, along the Mest line of said

of 1592.00 feet and an are uth II degrees 31 minutes 22 herest corner of said Lot 35 East, along the South line of said corner of said Lot 38

tast, along the Mest line of said rner of said Lat I East, along the South line of sold girning.

and restrictions of record.

-7-2

ve been placed at all lot sriine points of tangency, and at balvielon Ordinance, Title 26 of

DEDICATION

The foregoing plot known as "ARNOLD HEIGHTS 4TH ADDITION", and as described in the Surveyor's Certificate is made with the free consent and in accordance with the desires of the undersigned sole owners, and the easements shown thereon are hereby granted in perpetuity to the city of Lincoln, Nebroska, a municipal corporation, Alibei, Time Marner Entertainment - Advance/Newhouse, Peoples Natural dice, Lincoln Electric System, their Entertainment - Advance/himmouse, reopies haut at their propers of continuation, resembly successors and assigns, to allow entry for the purposes of continuation, resplacement, repair, operation and maintenance of wires, cables, condules, fixtures, poles, towers, pipes and equipment for the distribution of electricity and gas; telephone and cable, television; wastewater collectors; storm drains; water mains and all appurtenances thereto, television; wastewater collectors; storm arains; water mains and all appurtenances thereto. over, upon or under the ecsements as sharm on the foregoing plat.

The construction or location of any isvikiting or structure, excluding fences, over, upon or under an easement shown thereon shall be prohibited.

The construction or location of any tence or other improvement which obstructs drainage shall be prohibited over, upon, or under any storm drain ecsement or drainage ecsement shown thereon.

The City of Lincoln, Nebraska, its successors or assigns are hereby held harmless for the cast of replacement or damage to any improvement or vegetation over, upon or under any easement shown thereon.

In addition, the sale evener further grants and dedicates the right of access to and the use of the park facilities located on Outlot 'A' to the public generally and to the residents of Arnold Heights in particular for so long as the Forks & Recreation Department of the City of Lincoln degree to use Outlot 'A' as a public neighborhood park.

KNIGHT

HEIGH

SIX.

WITNESS OUR HANDS THIS A day of Albanes 300 The Housing Authority of the City of Lincoty Nebroska Larry G. Potragt, Executive Director

5 84°15'08" H R=1449.00" A=242.66' CH=242.16' therwise, and are in feet or 108.50 Ch. ₫ O Z. w. finande EXISTING UTILITY 135.40°Ch. EASEMENT (TO BE RELEASED 4 50.0° RELOCATED) OUTLOT 'A' IO' MIDE UTILITY EASEMENT 19,700.54 S.F. 111 (Public Area) (Blanket Mater Main Easement S ||*S|'22" L Re|542.00' LOT I 15,761,76 S.F. -5' NIDE UTILITY EASEMENT the LMC, hereby

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LOT 54

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DEDICATION

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The City of Lincoln, he cost of replacements

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WITHESS OUR HANDS

The Housing Austority Larry 6. Potrojiz, Exe any

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SURVEYOR'S CERTIFICATE

I hereby certify that I have caused to be surveyed the Subdivision to be known as "ARROLD HEIGHTS 4TH ADDITION", a subdivision of Late I and 35, Block IS, Arnold Heights Addition Replat, located in the Northwest Guarter of Section 7, Township IO North, Range & East of the 6th P.M., Lincoln, Lancaster Gounty, Nebraska and more particularly described as IblioWei

Beginning at the Southeast corner of Said Lot 1; THENCE in a Northerly direction, along the East line of said Lot 1, on an assumed bearing of North CO degrees CO minutes 55 seconds East for a distance of 158.51 feet to the Northeast corner of said Lot 1

THENCE North 84 degrees 54 minutes 52 seconds Mest, along the North line of said Lot I, for a distance of 41.51 feet

THENCE along a curve to the left having a radius of 1448.00 feet and an arc length of 242.66 feet, being subtended by a chord of 504th 84 degrees 15 minutes 06 seconds Mest for a distance of 242.16 feet to the Northwest corner of said Lot 55.

THENCE South 12 degrees 56 minutes 10 seconds East, along the Mest line of said Lot 55, for a distance of \$2.46 feet.

THENCE along a curve to the right having a radius of 1542.00 feet and an arc length of 50.34 feet, being subtended by a chard of South II degrees 51 minutes 22 seconds East for a distance of 50.36 feet to the Southwest corner of said Lot 35 THENCE North 80 degrees 06 minutes 47 seconds East, along the South line of solid Lot 35, for a distance of 150.54 feet to the Southeast corner of solid Lot 35

THENCE South OT degrees 05 minutes 13 seconds East, along the Mest line of said Lot I, for a distance of 10.66 feet to the Southwest corner of said Lot 1. THENCE South 89 degrees 50 minutes 00 seconds East, along the South line of said Lot I, for a distance of 200.36 feet to the Foint of Beginning.

Together with and subject to coverante, easements, and restrictions of record.

Said property contains 1.27 ocres more or less.

Permanent monuments (Iron pipe or 5/8" Iron Bors) have been placed at all lot corners, street intersections, points of curvature, centerline points of tangency, and at all other points required by the City of Lincoln, Land Subdivision Ordinance, Title 26 of the Lincoln Municipal Code.

All dimensions are chard measurements unless shown otherwise, and are in fast or decimals of a foot.

Signed this 18th day of Fabruary 2002 Keny W. Simonde 300

A BASIN

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A=8034 CH=803

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PLANNING DIRECTOR'S APPROVAL

The Flaming Director, pursuant to Section 25.11.015 of the LMC, hereby approves this Administrative Final Plat.

Karllon Planning Direct

<u>5-7-2</u> **Pote**

GHTS

Dan Jalta REGISTER OF DEEDS

2002 HAR 12 A 18: 09

From COUNTY, NE

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NST NO 2002

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ACKNOWLEDGMENT

STATE OF NEBRASKA

LANCASTER COUNTY

on this day of day of 2002, before me, the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came Larry & Patratz, Executive Director, The Housing Authority of the City of Lincoln, historiska, to me personally known to be the identical person whose name is affixed to the dedication of the foregoing plat and he estimatelyed the same to be his voluntary act and deed on said company.

ACTUAL Schuerman

My commission expires the 9th day of September . 2003

SCHOOL SCHOOL SERVICE OF PERSON

THE PLECHTISHMAN

SCALE: 1" = 30" KNIGHT ò N 59"59'52"W 97.51 92.16 30.0 47.51 48.68°Ch. 108.50 Ch. STING UTILITY-SEMENT (TO BE EASED (OCATED) **DUTLOT** 'A' IO' MIDE UTILITY EASEMENT 3,70054 S.F. N 0000055E Public Area) lanket Mater ain Easement) LOT 2 22,311.46 S.F. POINT OF BEGINNING S' WIDE UTILITY EASEMENT 300 200.26 5 84°50'00"E 1 of 1 ARNOLD HEIGHTS ADDITION LOT 2

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BLOCK 16

Proposed Arnold Heights Neighborhood Tot Lot Actual/Estimated Project Costs May 23, 2002

Lot Survey	\$ 900.00
CUP/Other Misc. Expenses	\$ 2,782.91
LES Power Line Relocation	\$ 7,936.00
Alltel Power Line Relocation	\$ 0
Cable Television Power Line Relocation	\$ 0
Relocation of Underground Electrical Service to 3827-53 N.W. 52 nd	\$ 0
Restoration of Trenched Areas	\$ 0
Grading	\$. 0
Playground Equipment & Installation (\$18,245.00 already spent; will be billed to Dept. of Urban Development)	\$ 32,000.00
Sidewalks/Seating Area	\$ 5,100.00
Drinking Foundation & Installation	\$ 9,000.00
Landscaping (14 trees & grass seeding)	\$ 3,400.00
Street Trees - Knight Drive	\$ 0
TOTAL	\$ 61,118.91
LHA Contingency	\$ 3,440.55

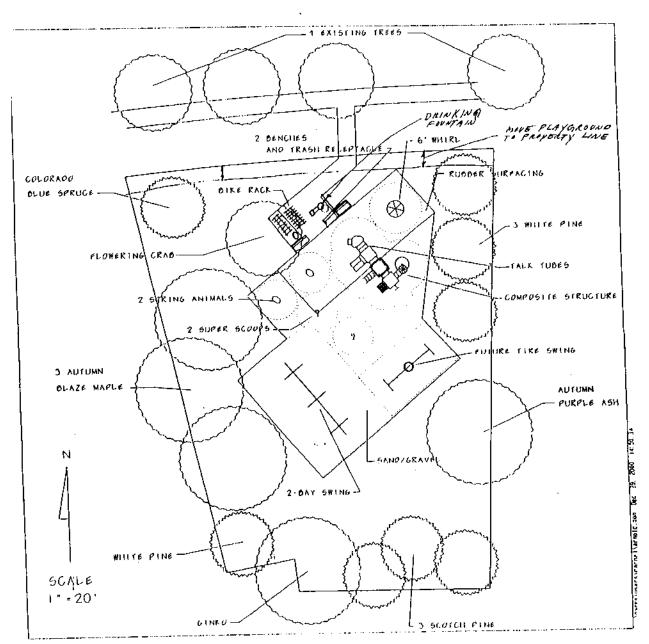


EXHIBIT "C"

DECLARATION OF COVENANTS AND CONDITIONS

This Declaration of Covenants and Conditions ("Covenants") is made this day
of, 2002, by and between The Housing Authority of the City of Lincoln
a body politic and corporate ("LHA"), and the City of Lincoln, Nebraska, a municipa
corporation (the "City").

RECITALS

- A. LHA owns Outlot A, Arnold Heights 4th Addition, Lincoln, Lancaster County, Nebraska, upon which the City and LHA have developed a neighborhood park to serve the Arnold Heights neighborhood ("Park").
- B. The City and LHA desire to provide for the ongoing operation, maintenance, and repair of the Park pursuant to these Covenants.

NOW THEREFORE, in consideration of the mutual promises described herein and other valuable consideration. LHA and the City agree as follows:

- 1. **Park Maintenance**. The Park located on Outlot A, Arnold Heights Replat 5, Lincoln, Lancaster County, Nebraska, shall be maintained and operated as follows:
 - LHA shall provide grass-mowing, landscape maintenance, and snow removal from the sidewalks providing access to the Park.
 - b. The City shall maintain, repair, and replace the playground equipment and drinking fountain in good operating condition and shall pay all water charges applicable to the water fountain to be constructed in the Park.
 - c. In the event that any other item or amenity of the Park is in need of replacement, LHA and the City shall cause such item to be replaced pursuant to the mutual agreement of the City and LHA.
- 2. **Association**. Outlot A, Arnold Heights 4th Addition, Lincoln, Lancaster County, Nebraska, shall be maintained in accordance with paragraph 1 by LHA and the City until such time as at least seventy-five percent (75%) of all the housing units within the Arnold Heights plat owned by LHA shall have been sold into private ownership. At such time, either an association of owners of the housing units within the plat shall be formed to acquire ownership and assume the responsibility of LHA for maintenance of the Park as a public area or the City shall assume the responsibility for the care and maintenance of the Park. Upon assumption of the LHA maintenance responsibilities by a property owners association or the City, LHA shall be released from this covenant.
- 3. **Discontinuation**. In the event that the City determines that it must discontinue the operation of the Park on Outlot A, Arnold Heights 4th Addition, Lincoin, Lancaster County, Nebraska, the City shall remove all of the playground and associated equipment. In such event, the City and LHA shall sign a termination of covenants to be recorded against Outlot A, releasing both LHA and the City from the maintenance operations described herein. At such point, LHA shall be permitted to replat Outlot A in accordance with the municipal requirements of the City of Lincoln.

Amendment. These Covenants may be amended in writing signed by both the City and LHA filed of record against Outlot A. Arnold Heights 4th Addition, Lincoln, Lancaster County, Nebraska. "CITY" CITY OF LINCOLN, NEBRASKA, Attest: a municipal corporation By: Mayor "LHA" THE HOUSING AUTHORITY OF THE CITY OF LINCOLN, a body corporate and politic STATE OF NEBRASKA)) ss. COUNTY OF LANCASTER The foregoing instrument was acknowledged before me this ___ day of _ 2002by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the corporation. Notary Public STATE OF NEBRASKA) ss. COUNTY OF LANCASTER The foregoing instrument was acknowledged before me this 5th day of Acotember, 2002by Larry G. Potratz, Executive Director of The Housing Authority of the City of Lincoln, a body politic and corporate, on behalf of the Authority. Marilen & Cranford GENERAL NOTARY - State of Hebrasia MARILYN F. CRAWFORD My Comm. Eqs. July 24, 2006

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